

Case No. U-11178

OPERATOR TOLL AND ASSIST SERVICES AGREEMENT

Dated May 17, 1996

by and between

AMERITECH

and

BROOKS FIBER

May 3, 1996

EXHIBIT E

OPERATOR TOLL AND ASSIST SERVICES AGREEMENT

THIS AGREEMENT, is effective as of the 17 day of May, 1996, between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation, and as an agent for Ameritech Michigan ("Ameritech") and Brooks Fiber Communications of Michigan, Inc. ("Customer") doing business as Brooks Fiber Communications.

WHEREAS Ameritech wishes to provide and Customer wishes to acquire Ameritech's Operator services; and

WHEREAS both parties want to expand their business relationship;

THEREFORE, in consideration of the promises and covenants contained herein, the parties do mutually agree as follows.

1. Scope of the Agreement

1.1 This Agreement establishes the terms and conditions governing the provision to the Customer by Ameritech of manual and automated intraLATA Operator Toll and Assist Services.

2. Scope of the Services

2.1 Ameritech will provide manual and automated Operator Toll and Assist (OS) services to Customer. The OS services will include Local and intrastate intraLATA and interstate intraLATA services. Exhibit A defines those services and the charges applicable to each. Customer exchanges for which these services will be provided are listed in Appendix A attached to this Agreement. 2.2 Customer will provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for OS services. Additional Customer responsibilities for delivering traffic to Ameritech are set forth in Exhibit B.

3. Responsibilities of the Parties

3.1 Ameritech will provide and maintain the equipment at its OS offices necessary to perform the services under this Agreement, with the goal of assuring that the OS service meets current industry standards.

3.2 Ameritech will provide OS in accordance with its then current internal operating procedures and/or standards.

- 3.3 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the state regulatory commission having jurisdiction over the provision of such service. Customer has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent. Upon thirty (30) days written notice, Customer may perform on-site audits and review documents used to prepare bills. Ameritech will share upon request service results regarding speed of answer and average work time.
- 3.4 Customer is solely responsible for providing all equipment and facilities to deliver OS traffic to the meet point with Ameritech facilities. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities shall be provided by the respective companies, to the extent necessary.
- 3.5 Customer will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's operator offices. Customer will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference, whether from foreign wire lines or otherwise.
- 3.6 Customer will furnish to Ameritech all information necessary for provision of OS. This information includes, but is not limited to, emergency agency phone numbers, rate information (such as mileage bands, operator surcharge information), and originating screening information. Customer will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Customer will inform Ameritech of other changes in the records on a mutually agreed upon schedule.
- 3.7 For branding of Calling Card calls, Customer must provide a cassette tape of an announcement, no longer than 3 seconds, for installation on each OS switch serving Customer's customer. For custom branding of all OS calls (when available), Customer must provide two cassette tapes of an announcement, no longer than 3 seconds. One tape will be for installation on each OS switch serving Customer's customer. The second will be used to create an announcement on the platform providing custom branding.
- 3.8 Ameritech will supply Customer with call detail information so that Customer can rate and bill the call. This information excludes rating and invoicing of end users.

4. Billing and Payment

4.1 Ameritech will bill Customer monthly for the OS services it performs at the rates specified in Exhibit A, which will include detailed billing information as required to substantiate its charges.

4.2 Customer will pay Ameritech for all undisputed amounts within thirty (30) days of receipt of the invoice for the OS services performed by Ameritech. When the payment date falls on a weekend or holiday, the due date shall be the next business day. Disputed amounts will be paid as outlined in Section 4.5 below.

4.3 A late payment charge of 1.5% monthly or the highest legal rate will be charged if payment is not received within forty-five (45) days of Customer's receipt of the invoice.

4.4 If any portion of the billing statement is in dispute, the disputing party shall inform the other party in writing of the disputed amount(s) involved. "Post payment disputed amounts" shall also be declared in writing to the other party subsequent to the payment and receipt of funds applicable to the disputed portion of any statement. Parties will have until thirty (30) days from the date the disputing party identified the dispute in writing to resolve the dispute. Such disputed amounts or post payment disputed amounts shall be payable by the 15th day from the date of resolving the dispute. In the event a dispute cannot be reconciled between the parties, it shall be resolved through the procedure described in Exhibit C.

5. Term and Termination

5.1 This Agreement shall become effective on the day it is signed by both parties and shall remain in effect for one (1) year.

5.2 The charges for the services provided under this Agreement (i) are set forth in Exhibit A attached hereto, (ii) shall remain firm fixed for the initial one (1) year term of this Agreement, and (iii) may be revised after such initial term pursuant to written notice given to Customer no less than sixty (60) days in advance of the effective date of the price revision.

5.3 This Agreement shall be automatically renewed after the initial term and shall continue in full force and effect until terminated in writing by either party ninety (90) days in advance of the expiration of the initial term. Subsequent to the initial term, this Agreement may be terminated by either party with ninety (90) days written notice.

- 5.4 If either party materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing party of the failure to perform and allowing the non-performing party thirty (30) days to cure such failure, may terminate this Agreement immediately upon written notice to the non-performing party.
- 5.5 Upon termination of this Agreement, all claims by Ameritech or Customer for amounts due from the other under this Agreement must be made in writing within ninety (90) days after the termination of this Agreement.
- 5.6 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or Customer to change the Agreement, then the parties will meet, negotiate and, if accord is reached, make the required changes by written agreement. If any changes are material and either of the parties determines that such material changes are not consistent with its interests, it may terminate the Agreement. Termination under these conditions shall be deemed a termination without cause, and neither party shall have any liability in connection with such termination.

6. Indemnification

- 6.1 To the extent not prohibited by law, each party shall defend, indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability arising out of negligence or willful misconduct by the Indemnifying Party, its agents or contractors, in connection with the Indemnifying Party's provision of services and/or functions under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 6.2 The Indemnifying Party agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability including reasonable attorney fees. The Indemnifying Party shall not be liable for settlements by the Indemnified Party unless the Indemnifying Party has approved such settlements in advance and agrees to be bound by the agreement incorporating such settlements.
- 6.3 Without limiting the generality of the foregoing, to the extent that any services are performed in the State of Ohio each party hereby waives any immunity from its obligations to defend, indemnify and hold harmless the other party its corporate affiliates, their officers, employees and agents against and from claims by employees of each party, which immunity would

otherwise arise by operation of Ohio Revised Code §§4123.74 and 4123.41 and Section 35, Article II, Ohio Constitution or any other statute or constitutional provision.

7. Limitation of Liability

7.1 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, except as provided in Section 7.2, Ameritech shall not be liable for any loss, nor for defects or equipment failures, caused in whole or in part by conduct of Customer, Customer's agents, servants, contractors or others acting in aid or in concert with Customer.

7.2 In the case of any loss, cost, claim injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 6 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or misconduct.

7.3 Except for indemnity obligations which arise with respect to third party claims, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton misconduct), whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.4 Under no circumstances shall Ameritech be liable to Customer or Customer's customer for any failure with respect to completion of emergency calls.

7.5 These remedies shall be exclusive of all other remedies against Ameritech or Customer, their affiliates, subsidiaries or parent corporation (including their directors, officers, employees or agents).

7.6 Except for indemnity obligations which arise and relate to personal injury, neither party shall have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.

8. Miscellaneous

- 8.1 Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.
- 8.2 Independent Contractor. Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the parties. Each party and each parties' contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 8.3 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.
- 8.4 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- 8.5 Confidentiality. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party and its

employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

8.6 Governing Law. This Agreement shall be governed by the laws of the state in which the services are performed.

8.7 Taxes. Customer shall pay or otherwise be responsible for all taxes which arise under this Agreement, except for any tax on Ameritech's corporate existence, status or income, including, if applicable, the Michigan Single Business Tax. Taxes shall be billed as separate items on the invoice.

8.8 Assignment. Neither Ameritech nor Customer may assign this Agreement to a third party without the prior written consent of the other; provided that Ameritech and Customer may assign this Agreement to a corporate affiliate upon prior written notice. Without limiting the generality of the foregoing, this agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

8.9 Non-Waiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

8.10 Notices. Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Customer:

Brooks Fiber Communications
2855 Oak Industrial Drive NE
Grand Rapids, Michigan 49506
Attn: Mr. Martin W. Clift, Jr.

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn: Vice President and General Counsel

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

8.11 Publicity. Except as otherwise provided in this Agreement, neither party shall identify, either expressly or by implication, the other party or its corporate affiliates, or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

8.12 Survival. The parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.13 Joint Work Product. The Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

8.14 No Third Party Beneficiaries. Nothing in this Agreement shall be interpreted, construed or regarded as creating any third-party beneficiary rights, either express or implied.

8.15 Entire Agreement. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both parties.

Attached and incorporated herein are:

- Exhibit A - Operator Services
- Exhibit B - Required Facilities
- Exhibit C - Dispute Resolution Between Executives
- Appendix A - Customer Offices with Ameritech Operator Service

May 3, 1996

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of this 17 day of May, 1996.

Brooks Fiber Communications

By: Martin W. Clift, Jr.

Printed: Martin W. Clift, Jr.

Title: Director Regulatory Affairs

Ameritech Information Industry
Services, a division of Ameritech
Services, Inc. on behalf of Ameritech
Michigan

By: [Signature]

Printed: Gregory J. Dunning

Title: VP - WKL Sales - Business Network



Exhibit A

Operator Services

A. Definitions - Operator Services consist of the following services.

1. Manual Call Assistance - manual call processing with operator involvement for these services:

- a. Calling card - the customer dials 0+ or 0- and provides operator with calling card number for billing purposes.
- b. Collect - the customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
- c. Third number billed - the customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
- d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:
 - 1) assisting customers requesting help in completing calls or requesting information on how to place calls;
 - 2) handling emergency calls;
 - 3) verifying "no answer" and "busy" conditions for customer;
 - 4) interrupting calls in progress for customer;
 - 5) handling credits and coin telephone local refund requests;
 - 6) providing local and intraLATA operator assisted call rate information; and
 - 7) handling person to person calls.
- e. Operator Transfer Service (OTS) - calls in which the end user dials "0" and is connected to an Ameritech operator and may request call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the end user to the requested IXC's point of termination.

2. Automated Call Assistance - mechanized call processing without operator involvement for these services, specifically:
 - a. Automated calling card service (ACCS) - the customer dials 0 and a telephone number, and responds to prompts to complete the billing information.
 - b. Automated collect and third number calling (ACTC) - the customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).
 - c. Automated coin toll services (ACTS) - ACTS calculates charges, relates the charge to the customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.
3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB for billing validation.
4. Branding - the ability to put Customer's brand on the front end of an OS call that is directly trunked into Ameritech's OS switch. "Custom Branding" provides the ability to put Customer's brand on that portion of the OS call going out to the called/billed party.

B. Rate Application - Ameritech will provide Operator Services and will bill Customer the applicable rates on a monthly basis, in accordance with the following methodology:

1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
2. Automated Call Assistance (ACCS, ACTC and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.

Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

In the event Ameritech is responsible for lost, destroyed or mutilated TOPS AMA recordings, Ameritech will not bill Customer for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech will bill Customer for those calls using actual data.

C. Rate Table

1. Operator Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$.466 per occurrence

2. Automated Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$.060 per Ameritech branded occurrence

\$.069 per Customer branded occurrence where
Customer branding provided

3. LIDB Validation - one rate will apply.

\$.0646 per occurrence when the information is not stored in
Ameritech's LIDB

\$.0369 per occurrence when the information is stored in
Ameritech's LIDB.

4. Custom Branding - rate is a one time charge assessed on a per Voice Service Node basis. The Voice Service Node is the platform connected to the OS switch providing the branding capability.

\$4,000. per Voice Service Node

Exhibit B

Required Facilities

As provided in Sections 2 and 3 above, Customer is responsible for delivering its OS traffic to Ameritech's TOPS switch. Specifically, Customer needs to deliver its traffic direct from the end office to the TOPS switch location, and there can be no tandem switching. The TOPS location to which Customer will be responsible for delivering its OS traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Customer deliver its OS traffic to the TOPS switch most closely located to the Customer's exchange originating the call.

Case No. U-11178

CALLING NAME DELIVERY SERVICE AGREEMENT

Dated June 25, 1996

by and between

AMERITECH

and

BROOKS FIBER

Calling Name Delivery Service Agreement

This Agreement dated June 25, 1996, is entered between Ameritech Information Industry Services, a division of Ameritech Services, Inc., with its principal offices at 350 North Orleans, Chicago, Illinois 60654, as an agent for Ameritech Michigan (Ameritech), and Brooks Fiber Communications of Michigan, Inc., a Michigan Corporation with its principal offices at 2855 Oak Industrial Drive NE, Grand Rapids, Michigan 49506 (Customer).

WHEREAS, Customer is interested in purchasing Ameritech's Calling Name Delivery Service ("CNDS");

In consideration of the mutual promises contained herein, Ameritech and Customer agree as follows.

1. Definitions

A. Ameritech Michigan is the Ameritech telephone company providing local exchange telephone service to subscribers in portions of the State of Michigan.

B. A-links means a diverse pair of facilities connecting local end office switching centers with Ameritech Signaling Transfer Points.

C. CNDS is Ameritech's service that allows carriers to query Ameritech's CNDS database for CNDS information in order to deliver that information to the carriers' local subscribers.

D. CNDS database means Ameritech's database containing current CNDS information of all working lines served or administered by Ameritech, including the CNDS information of any LEC participating in Ameritech's database.

E. CNDS information means local exchange carriers' records of all of their subscribers' names associated with one or more ten digit lines or billing numbers.

F. Service Control Point (SCP) is a database in an SS7 network used to store CNDS information.

G. Service Point (SP) means an SS7 network interface element capable of initiating and/or terminating SS7 messages. It may physically be an end office, an access tandem switch, an operator service system, a database manager, or other point.

H. Service Switching Point (SSP) means the software capability within a Signaling Point (SP) which provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.

I. Signaling Transfer Point (STP) is the point where Customer interconnects with an SS7 network. In order to connect to Ameritech's SS7 network, Customer or a third party initiating Customer's CNDS queries must connect with an Ameritech STP in order to connect to Ameritech's SCP.

2. Description of Service

A. Ameritech will provide to Customer CNDS information whenever Customer initiates a query for such information from an STP or SSP. Ameritech will also provide Customer with CNDS information from third party CNDS databases, if Ameritech has established an agreement to access that companies' CNDS database, whenever Customer initiates a query for such information from an STP or SSP.

B. All queries to Ameritech's CNDS database shall use subsystem number (the designation of application) value of 0 with a translation type of 5. Customer acknowledges that such subsystem number and translation type values are necessary for Ameritech to properly process queries to its CNDS database.

C. Customer warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and pursuant to the specification standards documents identified in Appendix A. Customer acknowledges that transmission in said protocol is necessary for Ameritech to provision its CNDS. Other applicable standards include Bellcore specifications defining specific service applications, message types and formats. Ameritech reserves the right to modify its network pursuant to other specifications standards that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in advance and coordinated with Customer.

D. Customer acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Ameritech's SS7 network. Customer further agrees that Ameritech in its sole discretion, shall employ certain automatic and/or manual overload controls within Ameritech's SS7 network to guard against these detrimental effects. Ameritech shall report to Customer any instances where overload controls are invoked due to Customer's SS7 network and Customer agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3. Price and Payment

A. Ameritech will charge Customer a per query rate of \$.016 for any query initiated into Ameritech's CNDS database for any information accessed. Ameritech will charge Customer, and Customer agrees to pay, a per query rate of \$.020 for any query initiated by Ameritech on behalf of Customer into a third party CNDS database. This rate will include charges for transport of the query, access to the database, and the query itself.

B. Ameritech will bill Customer for its CNDS queries on a monthly basis and the bill must be paid within thirty (30) days of the bill date. Late payment charges of one and one-half percent (1.5 %) per month or the maximum percentage allowed by law, whichever is lower, will apply.

C. Ameritech will initially bill Customer in a manual format, until such time as the mechanized billing system for CNDS is implemented.

4. Ownership of the CNDS Information

A. Ameritech retains full and complete ownership and control over the CNDS information in its database.

B. Customer will not copy, store, maintain or create any table or database from any response received after initiating a CNDS query to Ameritech's CNDS database. And, Customer will prohibit its end users from copying, storing, maintaining, or creating any table or database from any response provided by Customer to end user after Customer initiated a CNDS query to Ameritech's CNDS database.

5. Term and Termination

A. This Agreement shall become effective on the date it is signed by both parties and shall continue for two (2) years from the date of its execution. Thereafter, this Agreement shall be automatically renewed for additional one year terms unless terminated by either party upon written notice given sixty (60) days in advance of any annual renewal.

B. Should Customer terminate this Agreement within the first six (6) months of its effective date, the Customer agrees to pay Ameritech an early termination sum equal to two (2) times the average monthly volume of the terminating party's CNDS queries. The average monthly volume will be calculated using the previous two (2) months' volume or, if less than two months, twice the monthly volume of the first month service was provided.

C. If at any time during the term of this agreement a tariff for CNDS becomes effective, the tariff and all terms and conditions, including all rates, will supersede the contract. Under these circumstances, no termination liability for either party will apply.

D. If either party materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing party of its failure to perform and allowing the non-performing party thirty (30) days after receipt of the notice to cure such failure, may cancel this Agreement immediately upon written notice to the non-performing party.

E. Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or Customer to terminate the Agreement, Ameritech and Customer shall have no liability to the other in connection with such termination. Termination under these circumstances shall be deemed a termination without cause.

6. Limitation of Liability

A. Customer's sole and exclusive remedies against Ameritech for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Agreement regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount Customer has paid for CNDS queries.

B. These remedies shall be exclusive of all other remedies against Ameritech, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

C. In no event shall Ameritech have any liability for system outage or inaccessibility, or for losses arising from the authorized use of the data by CNDS purchasers.

D. CNDS information provided to Customer hereunder shall be provided "as is." Ameritech makes no warranty, express or implied, regarding the accuracy or completeness of the CNDS information regardless of whose CNDS information is provided. And, Ameritech shall not be held liable for any actions or omissions arising out of or in connection with Customer's use of the CNDS information. Notwithstanding the foregoing, Ameritech warrants that it will access the same CNDS database for Customer's CNDS queries as Ameritech accesses for its own queries.

E. IN NO EVENT SHALL AMERITECH, ITS AFFILIATES, SUBSIDIARIES OR PARENT CORPORATION, (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR

THROUGH THE OTHER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Notices

A. All notices or other communications required and permitted to be given under this Agreement shall be in writing (unless otherwise specifically provided herein) and delivered or addressed as follows:

If to Ameritech:

Ameritech Information Industry Services
350 North Orleans; Floor 3
Chicago, Illinois 60654
Attn: Vice President and General Counsel

If to Customer:

Brooks Fiber Communications
2855 Oak Industrial Drive, NE
Grand Rapids, Michigan 49506
Attn: Mr. Martin W. Clift, Jr.

B. All notices and other communications shall be deemed effectively given: (i) when delivered, if personally delivered; (ii) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; or (iii) when received by the party for which notice is intended if given in any other manner.

8. Confidentiality

A. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party

and its employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

9. Assignment

A. Customer may not assign this Agreement to a third party without the prior written consent of Ameritech. A change in control, defined as a change in a party's controlling interest, whether by acquisition of voting stock, receipt of profits or otherwise, shall be deemed an assignment.

10. Choice of Law

A. This Agreement shall be construed in accordance with, and governed by, the internal laws of the State of Michigan.

11. Severability

A. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability or any other part or provision of this Agreement.

12. Force Majeure

A. Ameritech shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, without limitation, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials, or equipment, failure or delays in delivery of vendors and suppliers or delays in transportation.

13. Non-Waiver

A. No course of dealing or failure of a party to enforce strictly any term, right, obligation or provision of this Agreement or to exercise any option provided hereunder shall be construed as a waiver of such provision.

14. Taxes

A. The charges under this Agreement do not include any sales, use, excise, transaction or other similar taxes levied against or upon the receipt of services

or goods pursuant to this Agreement. Customer shall be responsible for all such taxes excluding taxes based on Ameritech's net income. If such taxes are applicable, they shall be separately stated on the invoice to Customer.

15. Entire Agreement

A. This Agreement and all appendices attached hereto, constitutes the entire agreement between the parties and supersedes all previous proposals, both verbal and written.

Attached and incorporated herein are:

Appendix A - Specifications and Standards

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Brooks Fiber Communications of
Michigan, Inc.

By: Martin W. Clift, Jr.

Printed: Martin W. Clift, Jr.

Title: Director Regulatory Affairs

7/25/96

Ameritech Information Industry Services

By: Gregory H. Durney

Printed: Gregory H. Durney

Title: V.P. Mktg. Sales & Bus. Dev. Network Pers.

for Ameritech Services, Inc. on behalf of
Ameritech Michigan



Appendix A

Specifications and Standards

<u>Description of Subject Area and Issuing Organization</u>	<u>Document Number</u>
A. Bellcore, SS7 Specifications	TR-NPL-000246
B. ANSI, SS7 Specifications	
- Message Transfer Part	T1.111
- Signaling Connection Control Part	T1.112
- Transaction Capabilities Application Part	T1.114
C. Bellcore, CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D. Bellcore, CCS Network Interface Specifications	TR-TSV-000905

Case No. U-11178

TELECOMMUNICATION SERVICES TRIAL AGREEMENT

BETWEEN

AMERITECH INFORMATION INDUSTRY SERVICES

AND

BROOKS FIBER PROPERTIES, INC.

Dated June 12, 1996

TELECOMMUNICATION SERVICES
TRIAL AGREEMENT
BETWEEN
AMERITECH INFORMATION INDUSTRY SERVICES
AND
BROOKS FIBER PROPERTIES, INC.

This Telecommunication Services Trial Agreement (this "Agreement") is made and entered into as of June 12, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation (hereinafter "Ameritech") and Brooks Fiber Properties, Inc. ("Trial Customer"), (in this Agreement, Ameritech and Trial Customer are sometimes referred to collectively as the "Parties" or individually as a "Party"), with reference to the following:

RECITALS:

A. Ameritech is in the business of providing various telecommunication services; and

B. Ameritech desires to offer on a trial basis a new associated services in connection with its telecommunication services known as SPNP Direct with SS7 Signaling (hereinafter referred to as the "Service"); and

C. Trial Customer desires to take part in the trial of the Service from Ameritech (the "Trial");

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT

1.1 General Scope of Service

Subject to the terms and conditions contained in this Agreement and as part of the Trial described in this Agreement, Ameritech agrees to make the Service available to Trial Customer as described in this Agreement, and Trial Customer agrees to utilize the Service. The Parties agree that this is a technical trial only and Brooks Fiber's customers will not be involved in any aspect of this Trial.

1.2 Description of Service

SPNP Direct with SS7 Signaling is being trialed as an enhancement to the existing SPNP service. SPNP